

ZB# 90-5

**Craig Warren
(Toyota of Newburgh)**

14-3-4 & 5

Prelim.

Jan. 8, 1990.

Motion to
schedule P.H.

Public Hearing

Feb. 26, 1990

OC PD to be notified

Notice to Sentinel

on 1/25/90.

Sign.
Variance
approved.

6-1 may
(J. Henington)

#90-5-

Craig, Warren S.
(sign)

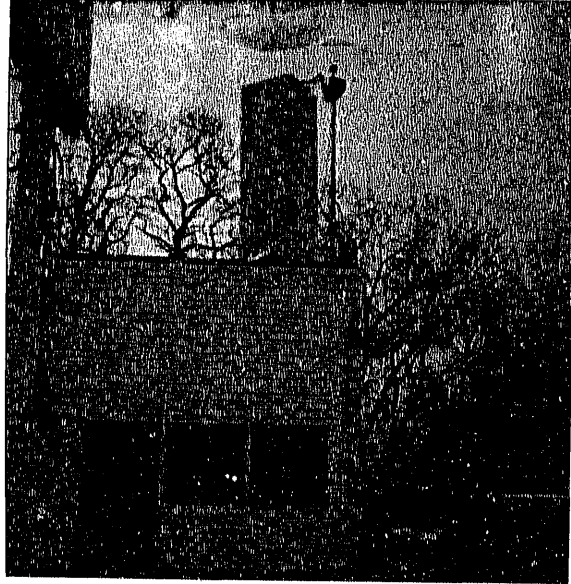
(Toyota of News)

Present. Sign



X X X
↑
FORMER
LOCATION
OF SIGN

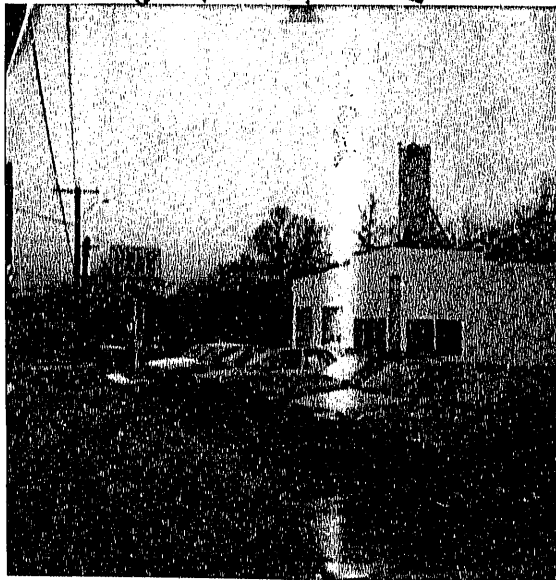
ROOF SIGN



↑
EXISTING
SIGN

EXISTING SIGN

ROOF SIGN



VIEW FACING NORTH

TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, N. Y. 12550

11204

6. 27 19 90

Received of Town of Newburgh \$ 100⁰⁰

One Hundred and 00 DOLLARS

For Z. B. A. #90-45

DISTRIBUTION:

FUND	CODE	AMOUNT
\$100.00 check		
# 8789		

By Pauline J. Taurman

Town Clerk



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK

34

January 23, 1990

Craig, Warren S.
10 Winter Green Ave.
Newburgh, NY 12550

RE: 14-3-4 & 5 - Warren S. Craig

ATTN: Elliot Greer or Richard Gaillard

Dear Mr. Craig:

According to our records, the attached list of property owners are within five hundred (500) feet of the above mentioned property.

The charge for this service is \$55.00, minus your deposit of \$ 25.00.

Please remit balance of \$30.00 to the Town Clerk, Town of New Windsor, NY.

Sincerely,

L. Cook

LESLIE COOK
Sole Assessor

LC/po
Enc.

cc: Patricia Barnhart

American Felt & Filter Co.
34 John St.
New Windsor, NY 12553

Mid-Valley Petroleum Corp.
P.O. Box 488
Newburgh, NY 12550

Plotkin, David
Shore Dr., Tomahawk Lake
Blooming Grove, NY 10914

Bosacky, Victor F. & Alice V.
5 Ledyard St.
New Windsor, NY 12553

Bosocky, Frank
15 Ledyard St.
New Windsor, NY 12553

Mans, Casey P.
P.O. Box 247
Vails Gate, NY 12584

Silver, Barry B. Esq. & Forrester, Michael H. & Schisano R.
328 Route 9W
New Windsor, NY 12553

Patterson Materials Corp.
20 Haarlem Ave.
White Plains, NY 10603

Central Hudson Gas & Electric Corp. c/o Tax Agent
284 South Ave.
Poughkeepsie, NY 12602

Petrólili Enterprises Inc.
P.O. Box 928
Vails Gate, NY 12584

Ward, Donna
P.O. Box 4072
New Windsor, NY 12553

Malinowski, Thaddeus P.
101 Chestnut Dr.
New Windsor, NY 12550

Simanoski, John Joseph Jr. & Helen I.
109 Quassaick Ave.
New Windsor, NY 12553

Martini, Frank J. & Marcia M.
101 Chestnut Dr.
New Windsor, NY 12553

Sherow, Leroy & Catherine
103 Chestnut Dr.
Newburgh, NY 12550

Valentine, Nicholas X
321 Route 9W S
New Windsor, NY 12553

Calvary Cemetery
Church of St. Patrick X
55 Grand St.
Newburgh, NY 12550

Caron, Helen A.
38 Quassaick Ave.
New Windsor, NY 12553

Bianco, Patrick
190 Frozen Ridge Rd.
Newburgh, NY 12550

Maldonado, Hermino & Zelandia X
44 Quassaick Ave.
New Windsor, NY 12553

Rumsey, William & Jacqueline X
P.O. Box 4101
New Windsor, NY 12553

Messina, Carmine & Helen X
88 Blooming Grove Tpk
New Windsor, NY 12553

Guiliano, Frank J.
4 Kearney Dr.
New Windsor, NY 12553

Reis, Frank H. X
79 North Front St.
Kingston, NY 12401

Grevas, Brenda X
33 Quassaick Ave.
New Windsor, NY 12553

Szloboda, John J. & Mary A. X
14 Ledyard St.
New Windsor, NY 12553

Sloboda, Mathias J. & Hryniewicz, Gloria C. X
293 Washington St.
Newburgh, NY 12560

Abbott, Margaret K. X
33 John St.
New Windsor, NY 12553

Carfora, Geraldine
257 Walsh Ave.
New Windsor, NY 12553

Saffioti Bros. Inc. X
61 Quassaick Ave.
New Windsor, NY 12553

Dubetsky, Francis X
89 Harrigan Rd.
Hopewell Junction, NY 12533

Espana, Mario A. & Ezenia X
325 Verona Ave.
Newark, NJ 07104

Orzechowski, Zygmunt & Stella X
61 Blanche Ave.
New Windsor, NY 12553

Gray, E. Arthur X
P.O. Box 722 100 E Main St
Port Jervis, NY 12771

NEW WINDSOR ZONING BOARD OF APPEALS

(ZBA DISK#2-050388.FD)

-----X

In the Matter of the Application of

WARREN S. CRAIG/TOYOTA OF NEWBURGH, INC.

DECISION GRANTING
SIGN VARIANCE

#90-5.

-----X

WHEREAS, WARREN S. CRAIG, 10 Wintergreen Avenue, Newburgh, N.Y. 12550 (owner), and TOYOTA OF NEWBURGH, INC., a corporation having an office located at 96 Route 9W, New Windsor, N. Y. 12553, (lessee) have made application before the Zoning Board of Appeals for a 74 s.f. sign area and 2 ft. 6 in. sign height variances for the purpose of replacing a double-faced free-standing sign on the front portion of the highway at the above location in an NC zone; and

WHEREAS, a public hearing was held on the 26th day of February, 1990 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the Applicant appeared by George Gaillard, President of TOYOTA, Elliott Greer, Toyota Sales Manager, and owner Warren S. Craig, in person; and

WHEREAS, the application was unopposed, although a representative of a neighboring owner appeared to ask about sign lighting; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings of fact in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that Applicant is seeking to replace a free-standing sign on the front portion of the above property.

3. Applicant's proposed sign area exceeds the bulk regulations for a sign in the NC zone by 74 s.f. and requires a 2 ft. 6 in. height variance as well.

4. The evidence presented and the Board's familiarity with the area shows that Route 9W is a well-traveled highway and that signs identifying the location of the area businesses are essential to passing traffic.

5. The evidence presented shows that the Applicant seeks to replace an existing sign, and relocate it to the corner, in order to create a neater appearance and to improve the safety of patrons entering and exiting the premises. The evidence further shows that the existing sign is presently in the middle of the driveway (this was

not the original design but resulted after sidewalks with different curb cuts were installed subsequent to the creation of the existing sign).

6. The evidence presented also shows that the sign is located along a major highway, at a busy commercial intersection.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law in this matter:

1. The evidence shows that the applicant will encounter practical difficulty if the sign variance requested is not granted due to the fact that this is a well-travelled highway and a sign identifying the business is required.

2. The proposed variance will not result in substantial detriment to adjoining properties or change the character of the neighborhood since the neighboring properties are commercial in character.

3. The proposed request for a sign area variance of 74 s.f. and a sign height variance of 2 ft. 6 in. is not considered excessive with relation to the other signs which are located on adjacent commercial properties.

4. The proposed new location of the sign will improve the safety of the patrons entering and exiting property.

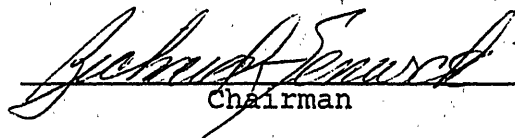
NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a sign variance of 74 s.f. and sign height variance of 2 ft. 6 in. in accordance with plans presented at the public hearing and on file in Building Inspector's Office.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: March 12, 1990.


Chairman

PUBLIC NOTICE OF HEARING BEFORE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following proposition:

Appeal No. 5

Request of WARREN S. CRAIG/TOYOTA OF NEWBURGH, INC.

for a VARIANCE of

the regulations of the Zoning Local Law to permit installation of a free-standing sign which is oversized on the north corner of property;

being a VARIANCE of

Section 48-18T(3)(c) - Supplementary Sign Regulations for property situated as follows:

Route 9W at the intersection of Walsh Road,

New Windsor, N. Y., known and designated as tax map

Section 14 - Block 3 - Lots 4 and 5.

SAID HEARING will take place on the 26th day of February, 1990, at the New Windsor Town Hall, 555 Union Avenue, New Windsor, N. Y. beginning at 7:30 o'clock P. M.

RICHARD FENWICK
Chairman

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

90-5

Date: 01/23/90

I. Applicant Information:

- (a) WARREN S. CRAIG, 10 Winter Green Avenue, Newburgh, N.Y. x
(Name, address and phone of Applicant) (Owner)
- (b) TOYOTA OF NEWBURGH, INC., 96 Route 9W, New Windsor, N.Y. 12553 - Lessee
(Name, address and phone of purchaser or lessee)
- (c) -
(Name, address and phone of attorney)
- (d) -
(Name, address and phone of broker)

II. Application type:

- ☐ Use Variance ☒ Sign Variance
- ☐ Area Variance ☐ Interpretation.

III. Property Information:

- (a) NC Route 9W/Walsh Road 14-3-4&5 89 x 208
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? PI
- (c) Is a pending sale or lease subject to ZBA approval of this application? No
- (d) When was property purchased by present owner? 4/12/68
- (e) Has property been subdivided previously? No When? -
- (f) Has property been subject of variance or special permit previously? No When? -
- (g) Has an Order to Remedy Violation been issued against the property by the Zoning Inspector? n/a
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: n/a

IV. Use Variance: n/a

- (a) Use Variance requested from New Windsor Zoning Local Law, Section , Table of Regs., Col. , to allow:
(Describe proposal)
-
-
-
-

- n/a
- (b) The legal standard for a "Use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

V. Area variance: n/a

- (a) Area variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

Requirements	Proposed or Available	Variance Request
Min. Lot Area		
Min. Lot Width		
Reqd. Front Yd.		
Reqd. Side Yd.	/	/
Reqd. Rear Yd.		
Reqd. Street Frontage*		
Max. Bldg. Hgt.		
Min. Floor Area*		
Dev. Coverage* %	%	%
Floor Area Ratio**		

* Residential Districts only

** Non-residential districts only

- n/a
- (b) The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also, set forth any efforts you have made to alleviate the difficulty other than this application.

VI. Sign Variance:

- (a) Variance requested from New Windsor Zoning Local Law, Section 48-18T, Table of Use/Bik. Regs., Col. N.

	(3) (c) Requirements	Proposed or Available	Variance Request
Sign 1	30 s.f.	104 s.f.	74 s.f.
Sign 2			
Sign 3			
Sign 4			
Sign 5			
Sign Height:	15 ft.	17'6"	2'6" Height
Total	30 sq.ft.	104 sq.ft.	74 sq.ft.

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

Applicant proposes to replace previous sign with a new double-faced free-standing sign which will be placed on the north corner of parcel. Present sign is in the center of the front portion of the property. New sign will depict "Toyota of Newburgh Used Cars". Since this is a new location for applicant, an identification sign is necessary.

- (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

8 ft. x 6.5 = 52 s.f. double-faced = 104 s.f.

VII. Interpretation: n/a

- (a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

- (b) Describe in detail the proposal before the Board:

VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

(See VI[b] above for details)

IX. Attachments required:

- x Copy of letter of referral from Bldg./Zoning Inspector.
x Copy of tax map showing adjacent properties.
x Copy of contract of sale, lease or franchise agreement.
n/a Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
x Copy(ies) of sign(s) with dimensions.
x Check in the amount of \$50.00 payable to TOWN OF NEW WINDSOR.
x Photos of existing premises which show all present signs and landscaping.

X. AFFIDAVIT

Date 01/23/90

STATE OF NEW YORK)
COUNTY OF ORANGE) SS.:

The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

George Gallat Pres
(Applicant)
TOYOTA OF NEWBURGH, INC.
By:

Sworn to before me this

25th day of January, 1990.

Patricia A. Barnhart

XI. ZBA Action:

PATRICIA A. BARNHART
Notary Public, State of New York
No. 01BA4804-584
Qualified in Orange County,
Commission Expires August 31, 1991.

- (a) Public Hearing date _____
- (b) Variance is _____
Special Permit is _____
- (c) Conditions and safeguards: _____

A FORMAL DECISION WILL FOLLOW
WHICH WILL BE ADOPTED BY
RESOLUTION OF ZONING BOARD OF APPEALS.

Cemetery

9W

Walsh Ave

old location of sign

proposed new location
of SIGN

USED
CARS

TOYOTA USED CARS

Bldg

Existing
Roof Sign
Reface

old Service
Station

1-8-90

CRAIG, WARREN S.

MR. NUGENT: This is a request for 74 square foot sign area and 2 foot 6 inch sign height variance to install sign on property on Route 9W North and Walsh Road in NC zone. Co-applicant is Toyota of Newburgh, Inc.

Mr. Elliott Greer of Toyota of Newburgh came before the Board representing this proposal.

MR. GREER: Basically in the same predicament, we are renting Mr. Craig's property and we are putting Toyota of Newburgh cars up there and we'd like to put a Toyota Newburgh sign up there in place of Mr. Craig's sign that he has now.

MR. TORLEY: Do you have a picture of that?

MR. NUGENT: I have a drawing of it.

MR. J. BABCOCK: Where is this going, on the building?

MR. NUGENT: No.

MR. GREER: Mr. Craig has a single post sign of used cars, we are replacing the face plate with Toyota of Newburgh used cars.

MR. J. BABCOCK: I pass that 100 times a day, where the hell is that sign?

MR. GREER: We are going to remove it over 15 feet to the corner of the property. Right now it is dead center in the middle of the driveway.

MR. LUCIA: It will be permanent fixed?

MR. GREER: Premanent fixed.

MR. NUGENT: On what end of the property?

MR. GREER: On the north side, *corner*

MR. KONKOL: No other signs at all on the building or anything like that?

MR. GREER: There was two signs on the building where Mr. Craig had Rent-A-Wreck.

MR. KONKOL: Those are going to be eliminated?

MR. GREER: Well, we will replace those with Toyota used car signs as well.

1-8-90

MR. J. BABCOCK: We don't know whether they were legal either.

MR. FENWICK: What is the story?

MR. M. BABCOCK: He has only applied for this particular sign to be honest with you, I don't think you explained that to my office, did you, that you were doing the other ones.

MR. GREER: Art Miller was handling that.

MR. LUCIA: What the Board is trying to tell you if you can put signs on the building this is the time to apply for them so if you have additional sign area on the building, come in with it now same thing I guess applies to Toyota of Newburgh.

MR. M. BABCOCK: These are on the building?

MR. FENWICK: He is talking about something on the building, the one we are talking about is the free-standing sign.

MR. M. BABCOCK: He allowed a sign on the building but a certain size. I am not sure what that is.

MR. NUGENT: In addition to that sign?

MR. M. BABCOCK: Sure.

MR. NUGENT: Then we don't have to address it as long as the one on the building is the correct size.

MR. J. BABCOCK: The one on the building would have to conform to the size, the only variance we are speaking of is the one we are applying for tonight. I move we set him up for a public hearing.

MR. FENWICK: I will second that.

ROLL CALL:

Mr. Fenwick	Aye
Mr. Konkol	Aye
Mr. J. Babcock	Aye
Mr. Nugent	Aye

RIDER TO LEASE AGREEMENT
BY AND BETWEEN
WARREN S. CRAIG AND EDITH F. CRAIG, as Landlord
AND
TOYOTA OF NEWBURGH, INC., as Tenant

Dated: September , 1989

1. Tenant shall have the right to renew said lease agreement at the expiration of said term for two (2) five year periods. Tenant shall notify the Landlord of his desire to renew in writing not less than sixty (60) days from the expiration date of the lease. The terms and condition of the renewal period shall be the same as instant lease, except for Article 5 entitled "Rent". The rent for the renewal term will be negotiated in good faith between the parties hereto.
2. Tenant shall have the first option to purchase said premises in the event Landlord wishes to sell said premises. Landlord agrees to submit any proposal received in writing to the Tenant. Thereafter, Tenant shall have thirty (30) days to either match said offer or to reject the same. In the event that Tenant does not contact the Landlord within thirty (30) days after receiving said offer, it shall be contrued as a rejection by the Tenant.
3. Article 8 of the main lease, shall be amended to allow Tenant to perform any automobile related service.
4. Article 9 of the main lease, shall be amended to state that Tenant shall get credit for one-third (1/3) of the amount of the monetary improvements made by the Tenant during the first six months of this lease. The amount of credit to be given to Tenant shall not exceed \$3,333.00. Tenant agrees to notify Landlord in writing of this exact amount of improvements made and said amount shall be credited to the end of this lease.
5. Landlord will not contribute to any repairs of any kind or services on the premises. Tenant is responsible for all repairs, structural changes and servicing of premises, such as: heating, lighting and sewer.
6. Notwithstanding any other provisions of this lease, the Landlord shall be responsible for the structural improvements to the roof and walls of the building and the Tenant shall be responsilbe for all other repairs to the building.

TOYOTA OF NEWBURGH, INC.

Warren S. Craig
WARREN S. CRAIG, as Landlord
Edith F. Craig
EDITH F. CRAIG, as Landlord

BY Elliot Greer GM
as Tenant
Elliot Greer
Deputy General Pres

Final

LEASE

DATE OF LEASE: September 21, 1989

IDENTITY OF LANDLORD: Warren S. Craig & Edith F. Craig
10 Wintergreen Ave
Newburgh, NY 12550

IDENTITY OF TENANT: Toyota of Newburgh, Inc.
Route 9W
New Windsor, New York 12550

W I T N E S S E T H :

ARTICLE 1 - Grant and Premises

Landlord hereby leases to Tenant all of those certain premises located at 336 Route 9W, New Windsor, New York, as shown on Exhibit A attached hereto (hereinafter referred to as the "Premises").

ARTICLE 2 - Commencement of Term

The lease term shall commence on October 1, 1989.

ARTICLE 3 - Length of Term

The term of this Lease shall be for three (3) years, following the Commencement Date, unless sooner terminated or extended as herein expressly provided.

ARTICLE 4 - Renewal Option
none

ARTICLE 5 - Rent

Tenant herein covenants and agrees to pay Landlord as fixed rent hereunder (1) the sum of \$ 20,400.00 per annum during the first year of the original term of this Lease, and (2) the sum of \$ 21,420.00 per annum during the second year of the original term, and (3) the sum of \$ 22,491.00 per annum during the third year of the original term of this Lease.

Rent shall be paid in equal monthly installments on or before the first day of each month, in advance. All rent hereunder shall be paid by Tenant as and when due, without demand therefor and without any abatement, setoff, counterclaim or deduction whatsoever. Payment of rent hereunder shall commence on the term Commencement Date.

ARTICLE 6 - Taxes

Tenant shall pay to Landlord as additional rent hereunder in the manner hereinafter provided, any increase in real estate taxes using 1989 as the base tax year in computing any increase.

If due to a future change in the method of taxation of any franchise, income (other than an income tax which is applicable to other parties in addition to owners of real property), profit or other tax shall be levied against Landlord in substitution in whole or in part for or in lieu of any tax which would otherwise constitute a real estate tax, or a tax or excise shall be imposed upon or measured by rents, such franchise, income, profit or other tax, or tax or excise imposed upon or measured by rents, shall be deemed to be a real estate tax for the purposes hereof.

Notwithstanding the foregoing, in the event any tax or assessment is assessed or levied against the demised premises as a result of any act or omission of Tenant, then Tenant shall pay Landlord the full amount of such tax or assessment.

Tenant's share of such taxes and assessments for each lease year shall be paid within 30 days of notification by Landlord of such increase.

ARTICLE 7 - Construction of the Premises

Landlord shall deliver the Premises to Tenant free and clear of all tenancies and in broom clean condition with all furniture, trade fixtures and the like removed from the Premises.

ARTICLE 8 - Use of Premises

Tenant shall have the right to use the Premises for the sale and storage of automobiles and for no other purpose without Landlord's consent. Notwithstanding the foregoing, Tenant assumes sole responsibility for obtaining, and covenants to secure and maintain at its sole cost and expense, any and all licenses and permits required by all county, municipal, state, federal and other applicable governmental authorities including, without limitation, any town planning board, in connection with Tenant's proposed use of the Premises. Tenant agrees to take any necessary steps to correct any problems related to noxious odors or loud noises caused by the use and operation of the demised premises.

ARTICLE 9 - Tenant's Improvements

Tenant may make at its expense, interior, non-structural alterations, additions or improvements to the

Premises, all of which shall remain the property of Tenant provided they are not permanent in nature. Tenant shall at all times, maintain fire insurance with extended coverage in an amount adequate to cover the cost of replacement of all such alterations, additions or improvements. Tenant shall deliver to Landlord, certificates of such fire insurance policies which shall contain a clause requiring the insurer to give the Landlord ten (10) days' notice of cancellation of such policies. If Tenant is not in default of this Lease, Tenant may remove such non-permanent alterations, additions and improvements and repair any damage to the Premises occasioned by such removal. Tenant shall promptly pay all contractors and material men hired by Tenant to furnish any labor or materials. Should any lien be made or filed, Tenant shall bond against or discharge same within ten (10) days after written request by Landlord. Tenant shall have the further right to make exterior non-structural and structural alterations with the written consent of Landlord, which shall not be unreasonably withheld. Landlord may designate by written notice to Tenant those alterations, additions, improvements or trade fixtures which must be removed by Tenant at the expiration or termination of the Lease, and Tenant shall promptly remove the same and repair any damage to the Premises caused by such removal.

ARTICLE 10 - Repair

Tenant shall maintain in good condition and repair, the roof and structural portions of the Premises. Tenant shall otherwise keep the Premises at all times in good repair, including replacement of plate glass except to the extent that such repair results from the act or omission of Landlord or except where same are covered by the standard fire and extended coverage insurance policy carried by Landlord. To the extent any repairs are covered by Landlord's insurance, Landlord shall not be required to make such repairs until such time as it shall have received the proceeds from such insurance.

ARTICLE 11 - Liability Insurance

Tenant shall, during the entire term hereof, keep in full force and effect, a policy of public liability and property damage insurance with respect to the Premises, and the business operated by Tenant and any sub-tenants of Tenant in the Premises in which the limits of public liability shall not be less than One Million (\$1,000,000.00) Dollars per person and accident, and in which the property damage liability shall not be less than One Hundred Thousand (\$100,000.00) Dollars. The policy shall name Landlord and Tenant as insured as their interests appear and shall contain a clause that the insurer will not cancel or change the insurance without

first giving the Landlord thirty (30) days' prior written notice. A copy of the policy or a certificate of insurance shall be delivered to Landlord. All policies of insurance required to be carried by Tenant shall be written by reputable insurance companies authorized to do business in New York State. To the extent there is a mortgagee pursuant to Article hereof, the policy shall name the mortgagee as additional insured, shall contain a clause that the insurer will not change or cancel the insurance without first giving the mortgagee thirty (30) days' prior written notice, and shall otherwise contain the standard New York mortgagee endorsement.

ARTICLE 12 - Mutual Waiver of Subrogation

Each policy of fire insurance with extended coverage insurance carried by Landlord and Tenant shall provide that the insurer waives any right of subrogation against the other in connection with or arising out of any damage to such property contained in the Premises caused by fire or other risks or casualty covered by such insurance.

In the event that waiver of subrogation endorsement is obtainable only at an additional expense, then the party so requiring such waiver of subrogation endorsement shall either pay the cost of the additional premium for such provisions, or the other party shall be relieved of its obligation to obtain such endorsement.

Neither party, nor its agents, employees or guests, shall be liable to the other for loss or damage caused by any risk covered by such insurance, provided such policies shall be obtainable. This release shall extend to the benefit of any sub-tenant and the agents, employees and guests of any such sub-tenant.

ARTICLE 13 - Utility Charges

Tenant shall be solely responsible for and promptly pay all charges for heat, water, gas, electricity, or any other utility used or consumed in the Premises. Landlord shall not be liable to Tenant for any loss, damage or expense which Tenant may sustain if the quality or character of utilities used upon or furnished to the Premises are no longer available or suitable for Tenant's requirements, or if said utilities are interrupted as a result of actions by the public utility companies or any other suppliers thereof or any cause other than Landlord's negligence or willful default.

ARTICLE 14 - Estoppel Statement

Within ten (10) days after request by Landlord, Tenant agrees to deliver an estoppel certificate to any proposed

mortgagee or purchaser, or to Landlord, certifying (if such be the case) that this Lease is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by Tenant.

ARTICLE 15 - Subordination

Tenant agrees to subordinate this Lease to any institutional first mortgage, underlying or master lease now or hereafter placed upon the land of which the Premises are a part, and to all advances made or hereafter to be made upon the security thereto. The word "mortgage" as used herein includes mortgages, deeds of trust or similar instruments and the word mortgage, underlying or master lease shall include such modifications, consolidations, extensions, renewals, replacements or substitutes thereof. Provided, however, that if Tenant is not in default of this Lease, its tenancy will not be disturbed but shall continue in full force and effect. Landlord shall obtain a subordination, non-disturbance attornment agreement in satisfactory form, from the holders of any and all of the above mortgages or underlying or master lease.

If the fee estate of the Premises is or shall hereafter be mortgaged, and if Tenant shall be notified in writing of any such mortgage and of the name of the mortgagee and an address in the United States to which notices for such mortgage may be sent or delivered, then so long as such mortgage shall remain unreleased of record, whenever notice of default is required by this Lease to be given to Landlord, notice of Landlord's default in the performance of any of the terms of this Lease of the same kind and in the same manner and for the same length of time as is hereby required to be given to Landlord shall also be given to such mortgagee; and such mortgagee shall have the right (without being required so to do and without thereby assuming any of the terms of this Lease) to cure such default within the same time and in the same manner and with the same effect as Landlord might cure the same. This Lease shall not terminate or be terminable by Tenant by reason of the foreclosure of any mortgage permitted by the terms of this Lease, and Tenant's tenancy shall not be disturbed. Any mortgagee or successor shall agree not to disturb Tenant's tenancy, provided Tenant is not in default of this Lease. Tenant agrees, without further instruments of attornment in each case, to attorn to any mortgagee or purchaser at a foreclosure sale who comes into possession of the Premises as a result of the foreclosure of a mortgage permitted under the terms of this Lease, as the case may be, and to waive the provisions of any statute or rule of law now or hereafter in effect which may give or purport to give Tenant any right to election to terminate this Lease or to surrender possession of the Premises in the event a mortgage permitted under the terms of this

Lease is foreclosed, and Tenant agrees that until and unless such permitted mortgagee shall elect to terminate this Lease as a result of a default on the part of Tenant (which, pursuant to the terms of this Lease, would entitle Landlord to terminate this Lease), this Lease shall not be affected in any way whatsoever by any such termination or proceeding.

ARTICLE 16 - Assignment-Subletting

Neither this Lease nor the term and estate hereby granted, nor any part hereof or thereof, may be assigned, mortgaged, pledged, encumbered or otherwise transferred by Tenant, and neither the Premises, nor any part thereof, may be sublet by Tenant to any person or entity, without the prior written consent of Landlord; provided, however, that the assignment or transfer of this Lease, and the term and estate hereby granted, to any corporation into which Tenant is merged or with which Tenant is consolidated or which acquires all, or substantially all, of the assets of Tenant or which is a wholly-owned subsidiary of Tenant shall not be deemed to be prohibited hereby if, and upon the express condition that, the assignee shall have executed, acknowledged and delivered to Landlord an agreement in form and substance satisfactory to Landlord (an "Assumption Agreement") whereby the assignee shall agree to be personally bound by and upon all the covenants, agreements, terms, provisions and conditions set forth in this Lease on the part of Tenant to be kept, observed or performed, and whereby the assignee shall expressly agree that the provisions of this Article shall, notwithstanding such assignment or transfer, continue to be binding upon it with respect to all future assignments and transfers. Upon a permitted assignment of this Lease, but not a sublet, Tenant shall be relieved of all its obligations and liabilities hereunder.

ARTICLE 17 - Governmental Regulations

Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to its use of said Premises including, without limitation, the obtaining of all necessary licenses and permits therefor, except that Tenant may defer compliance with and contest same provided Tenant first gives Landlord assurance satisfactory to Landlord against any loss cost or expense on account thereof. Any changes required by such authorities which are not caused by the act or neglect of the Tenant and which are a responsibility of Landlord, as set forth in this Lease, shall be remedied by Landlord.

ARTICLE 18 - Eminent Domain

If the whole of the Premises shall be acquired or condemned by Eminent Domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate when the Premises are physically taken.

In the event of a taking of any portion of the Premises, if such taking materially affects the economic feasibility of the continued operation of Tenant's business, Tenant shall have the option to cancel this Lease. In the event Tenant determines to remain in operation, Landlord shall diligently rebuild the Premises on the space available, and all. rent shall be reduced pro rata, provided, however, that if in the opinion of Landlord it would not be economically feasible to rebuild the Premises, then Landlord may elect to terminate this Lease as of the date of taking and Tenant shall pay all rent and occupancy charges hereunder justly apportioned to the casualty date. Landlord shall be entitled to receive the entire award in the condemnation proceedings, including any award made for the value of the estate vested by this Lease in Tenant, and Tenant hereby assigns to Landlord any and all right, title and interest of Tenant, now or hereafter arising in or to any such award or any part thereof; provided, however, that nothing contained herein shall preclude Tenant from intervening in any such condemnation proceeding to claim or receive from the condemning authority any compensation to which Tenant may otherwise lawfully be entitled in such cause in respect of Tenant's inventory, signs, machinery, equipment and fixtures not replacing Landlord's original equipment, for moving to a new location, reimbursement for Tenant improvements or for any other benefits available to a tenant, provided same do not include any value of the estate vested by this Lease in Tenant. Landlord shall only be required to rebuild the Premises hereunder out of the condemnation award it receives.

ARTICLE 19 - Default of Tenant; Remedies

Tenant shall be held in default of this Lease if:

(a) it shall have failed to pay when due any rent or additional rent due hereunder, or

(b) it shall default in the keeping, observance or performance of any other covenant or agreement hereunder and, Tenant shall have failed to cure such default within thirty (30) days after receipt of written notice from Landlord, or in the case of a default which with due diligence cannot be cured within such thirty (30) day

period, if Tenant shall have failed to undertake and reasonably pursue a cure within such thirty (30) day period, or

(c) it or any guarantor of this Lease shall have failed to discharge any petition in bankruptcy, execution on its property, or assignment for the benefit of creditors within thirty (30) days after receipt of notice thereof, or

(d) Tenant shall have vacated or abandoned the Premises.

In the event of such default, Landlord may, without further notice, declare the term of this Lease terminated, enter into possession of said Premises and sue for and recover all rents due and to become due, or Landlord may sue and recover without entering into possession of said Premises, by summary proceeding or otherwise. Landlord, further, shall have all rights granted to it under the laws of the state in which the Premises are located, including the right, but not the obligation, to re-let the Premises.

In the event of a breach or threatened breach on the part of Tenant with respect to any of the covenants or agreements on the part of or on behalf of Tenant to be kept, observed or performed, Landlord shall also have the right of injunction. The specified remedies to which Landlord may resort hereunder are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may lawfully be entitled at any time, and Landlord may invoke any remedy allowed at law or in equity as if specific remedies were not herein provided for.

Tenant waives and surrenders all right and privilege which it might have under or by reason of any present or future law to redeem the Premises or to have a continuance of this Lease for the term hereof after Tenant is disposed or ejected therefrom by process of law or under the terms of this Lease. Tenant also waives the provisions of any law relating to notice and/or delay in levy of execution in case of any eviction or dispossession for nonpayment of rent, and of any successor or other law of like import. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matters whatsoever arising out of or in any way connected with this Lease or Tenant's use or occupancy of the Premises

ARTICLE 20 - Covenants of Tenant

Tenant shall:

(a) Make no claim against Landlord for any injury or damage to Tenant or to any other person or for any damage

to or loss, by theft or otherwise, of or loss of use of any property of any other person, unless caused by the act or negligence of Landlord, its agents, servants or employees or the failure by Landlord to perform or observe any of its obligations under this Lease;

(b) Not violate or permit the violation of any condition imposed by the standard fire insurance policy issued for commercial buildings in the Town of New Windsor and not do, suffer or permit anything to be done, or keep, suffer or permit to be kept in the Premises which would increase the fire or other casualty insurance rate.

(c) Indemnify and hold harmless Landlord and its partners and their officers, directors, agents and employees (collectively "Landlord Parties") from and against all liability (statutory or otherwise), claims, suits, demands, damages, judgments, costs, interest and expenses (including counsel fees and disbursements incurred in the defense thereof) to which any Landlord Party may (except insofar as it arises out of the act or negligence of such Landlord Party or the failure by Landlord to perform or observe any of its obligations under this Lease) be subject or suffer whether by reason of, or by reason of claim for, any injury to or death of any person or persons or damage to property (including any loss or use thereof) or otherwise and arising from or in connection with the use of Tenant of, or from any work or anything whatsoever done by Tenant, or any of its officers, directors, agents, contractors, employees, licensees or invitees, in any part of the Premises, other than by Landlord or its agents or contractors, during the term of this Lease or during the period of time, if any, prior to the Commencement Date with respect to such part that Tenant may have been given access to for the purposes of occupancy or doing work, or arising from any condition of the Premises due to or resulting from any default by Tenant in the keeping, observance or performance of any covenant or agreement contained in this Lease, or from any fault or neglect of Tenant or any of its officers, directors, agents, contractors, employees, licensees or invitees.

ARTICLE 21 - Access to Landlord

Landlord or Landlord's agent shall have the right to enter the Premises at reasonable times upon reasonable notice to examine same, and to show them to prospective purchasers or mortgagees of the building and to make such repairs, alterations and improvements as Landlord may deem necessary or desirable, provided Landlord shall use reasonable efforts not to interfere with Tenant's occupancy of or business in the Premises. Notwithstanding the foregoing, in no event shall Landlord be liable for any inconvenience, annoyance, disturbance, loss of business or

other damage to Tenant by reason of such inspection or the making of repairs, alterations or improvements, and the obligations of Tenant under this Lease shall not thereby be affected in any manner whatsoever. Tenant shall not interfere with any such inspection or the making of repairs, alterations or improvements to the Premises or to any adjoining premises.

ARTICLE 21 - Right to Perform Obligations of Tenant

If Tenant shall fail to make repairs or otherwise be in default under this Lease (other than in the payment of rent), Landlord may cure the same at the expense of Tenant (a) immediately and without notice in the case of emergency or in case such default will result in a violation of law or in a cancellation of an insurance policy maintained for the Shopping Center, and (b) in any other case if such default continues after ten (10) days from the date of giving by Landlord to Tenant of notice of Landlord's intention so to perform the same, provided, however, that if any default cannot with due diligence be cured within such ten (10) day period, then such ten (10) day period shall be extended for such time as may be necessary to complete the same with all due diligence.

Bills for all reasonable costs and expenses incurred by Landlord in connection with any performance by it hereunder shall be payable within ten (10) days after notice of the amount thereof, together with interest thereon at two (2%) percent above the prime or base commercial lending rate at the time announced by Citicorp, N.A. to be in effect at its principal office in New York, New York, and shall be deemed additional rent hereunder.

If any cost, expense, charge, amount or sum (other than minimum rent) payable by Tenant as provided in this Lease is not paid when due, the same shall be due and payable by Tenant as additional rent hereunder.

ARTICLE 22 - Landlord's Title

Landlord covenants and warrants to Tenant that Landlord has good and marketable title to the Premises and other premises in which Tenant is given rights of use by this Lease, that Landlord's title is subject only to the usual title objections, if any, not capable of interfering with Tenant's beneficial use of the Premises, or any part thereof, as permitted under this Lease or other premises on which Tenant is given rights of use by this Lease.

ARTICLE 23 - Quiet Enjoyment

Provided Tenant is not in default hereunder, Tenant shall have peaceable and quiet enjoyment and possession of

the Premises herein demised during the term hereof and any renewals without any hindrance or molestation from Landlord, its agents, servants or employees.

ARTICLE 24 - Force Majeure

If either party shall be delayed or hindered in or prevented from the performance of any act required hereunder, including delivery of the Premises by Landlord as required by this Lease, by reason of strikes, lock-outs, labor trouble, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of like nature not the fault of the party delayed, then performance of such act shall be excluded for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Article shall not operate or excuse the Tenant from the prompt payment of rent, or additional rent or any other payments required by the terms of this Lease, nor shall the provisions of this Article operate to delay the Commencement Date to a date more than sixty (60) days after Landlord delivers the Premises to Tenant.

ARTICLE 25 - Broker's Fee

Landlord and Tenant mutually warrant, one to another, that there are no real estate brokers entitled to a commission as a result of producing this Lease Agreement and that neither employed or engaged a real estate broker or agent to effectuate this Lease Agreement.

ARTICLE 26 - Notices

All notices required to be sent under the provisions of this Lease to Landlord and Tenant by one another shall be in writing and sent by U.S. mail, certified, return receipt requested, to the addresses set forth on the first page of this Lease.

ARTICLE 27 - Emergency

Tenant may, if an emergency shall exist, perform any obligation of Landlord hereunder for the account of Landlord, after first notifying the Landlord of the same by telephone or telegram of such emergency. In such event, Landlord shall reimburse Tenant for any expenditure reasonably made by Tenant.

ARTICLE 28 - Recording

This Lease shall not be recorded, but a short form or memorandum of this Lease may be recorded upon the request of either party.

ARTICLE 29 - Successors and Assigns

This Lease shall be binding upon and shall inure unto the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns, subject to the provision of Article .

ARTICLE 30 - Holdover

Should Tenant remain in possession of the Premises after the expiration of the term of this Lease, such holding over shall be deemed to have created and be construed to be a tenancy from month to month, terminable on thirty (30) days written notice from either party to the other, at the then fair market rental value, as determined by Landlord, provided such holding over is with Landlord's consent. Any holding over without Landlord's consent shall entitle Landlord to re-enter the Premises as provided in Article hereof, but shall not relieve Tenant from liability for use and occupancy or any other damages suffered by Landlord as a result thereof.

ARTICLE 31 - Security Deposit

Tenant has deposited with Landlord the sum of three thousand (\$3,400.00) dollars as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this Lease; it is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this Lease, including, but not limited to, the payment of rent and additional rent, Landlord may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent or any other sums as to which Tenant is in default or for any sum which Landlord may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this lease, including but not limited to, any damages or deficiency accrued before or after summary proceedings or other re-entry by Landlord. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the security shall be returned to Tenant after the date fixed as the end of the Lease and after delivery of entire possession of the Premises to Landlord, without interest. In the event of a sale of the land and building or leasing of the building, of which the Premises form a part, Landlord shall transfer the security to the vendee or lessee and Landlord shall thereupon be released by tenant from all liability for the return of such security; and Tenant agrees to look to the new Landlord solely for the return of said security; and it is agreed that the provisions hereof shall apply to every transfer or

assignment made of the security to a new Landlord. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security and that neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance. In the event Landlord applies or retains any portion or all of the security deposited, or in the event of any increase in the minimum rent hereunder, Tenant shall forthwith restore the amount so applied or retained or shall increase the amount of the security, as the case may be, so that at all times the amount deposited shall be equal to two month's minimum rent as then in effect.

ARTICLE 35 - Entire Agreement

This Lease contains all of the agreements and understandings relating to the leasing of the Premises and the obligations of Landlord and Tenant in connection therewith and neither party nor any agent or representative of either thereof has made or is making, and neither party in executing and delivering this Lease is relying upon, any warranties or representations, except to the extent set forth in this Lease. All understandings and agreements heretofore had between Landlord and Tenant relating to the leasing of the Premises are merged in this Lease, which alone fully and completely expresses their agreement. The Exhibits annexed to this Lease are hereby incorporated herein and made a part hereof.

ARTICLE 36 - No Waiver; Etc.

The failure of Landlord or Tenant to insist in any instance upon the strict keeping, observance or performance of any covenant or agreement contained in this Lease or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or agreement, but the same shall continue and remain in full force and effect. No waiver or modification by either Landlord or Tenant of any covenant or agreement contained in this Lease shall be deemed to have been made unless set forth in a writing executed by the party whose rights are being waived or modified. No surrender of possession of any part of the Premises shall release Tenant from any of its obligations hereunder unless accepted by Landlord. The receipt and retention by Landlord, and the payment by Tenant, of fixed rent or additional rent with knowledge of the breach of any covenant or agreement contained in this Lease shall not be deemed a waiver of such breach by either Landlord or Tenant.

ARTICLE 37 - Severability

If any covenant or agreement of this Lease or the

application thereof to any person or circumstance shall be held to be invalid or unenforceable, then and in each such event the remainder of this Lease or the application of such covenant or agreement to any person or any other circumstance shall not be thereby affected, and each covenant and agreement hereof shall remain valid and enforceable to the fullest extent permitted by law.

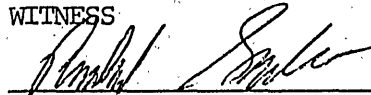
ARTICLE 38 - Attorney's Fees

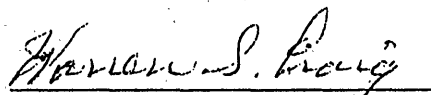
In any action or proceeding which Landlord or Tenant may prosecute to enforce its rights hereunder, the unsuccessful party therein shall pay all costs incurred by the prevailing party therein, including reasonable attorneys' fees to be fixed by the court, and such costs and attorneys' fees shall be made a part of the judgment in such action.

IN WITNESS WHEREOF Landlord and Tenant have signed and sealed this Lease as of the day and year first above written.

LANDLORD

WITNESS




WARREN S. CRAIG

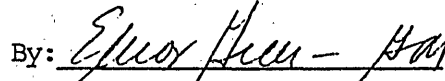
EDITH F. CRAIG

TENANT

Toyota of Newburgh, Inc.

WITNESS



By: 
Elliot Greer



TOWN OF NEW WINDSOR

555 UNION AVENUE.
NEW WINDSOR, NEW YORK

Prelim.

Jan 8th - 1990

90-5

1763 NOTICE OF DISAPPROVAL OF BUILDING PERMIT

FILE NUMBER 89-51

TO: WARREN S. CRAIG (Toyota of Newburgh)
10 WINTERGREEN AVE
NEWBURGH, N.Y.

REF: TOYOTA NEWBURGH SIGN PERMIT APPLICATION

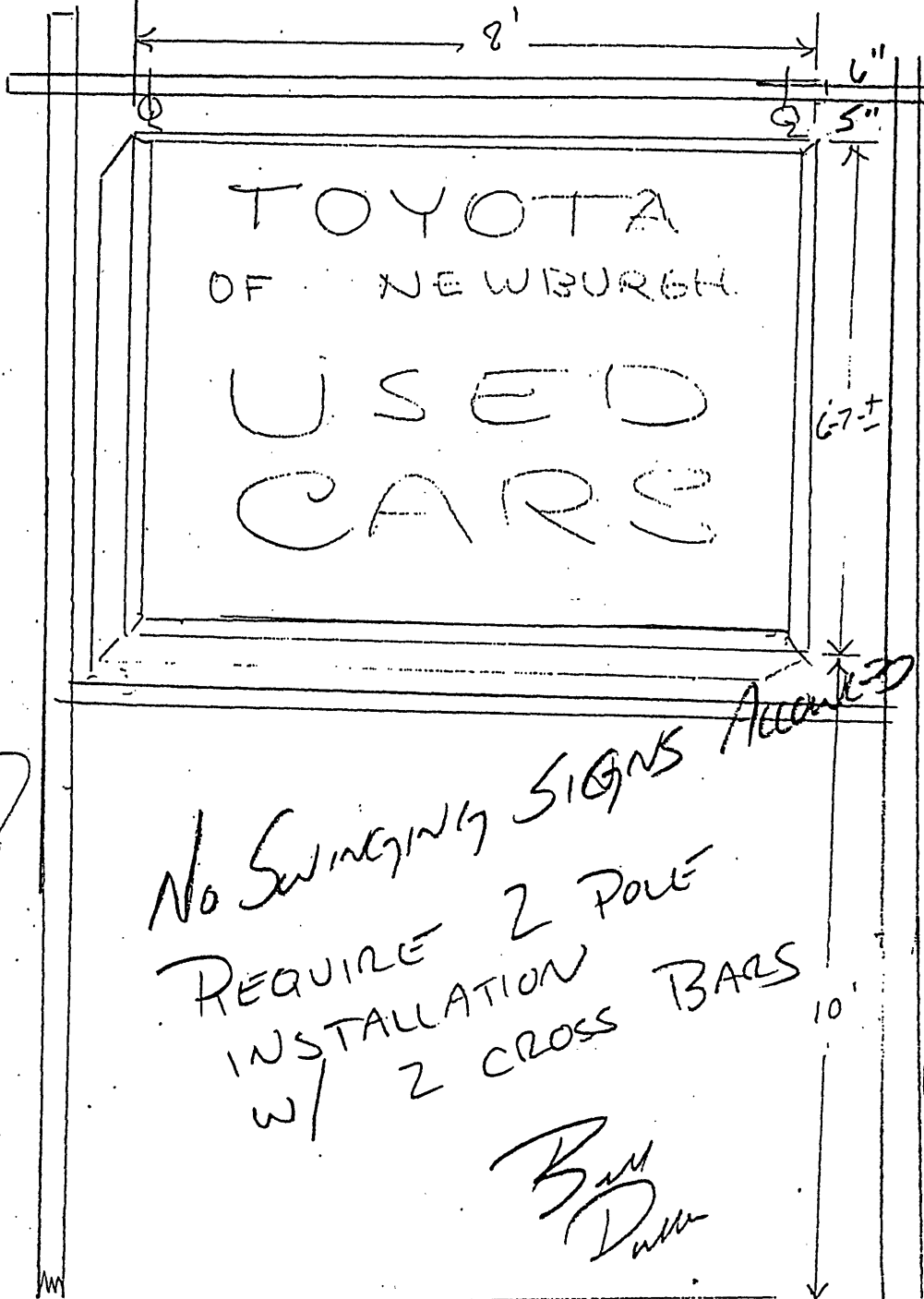
PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED NO DATE,
FOR PERMIT TO CONSTRUCT SIGN
AT 9W N. and WALSH RD. IS DISSAPROVED ON THE
FOLLOWING GROUNDS EXCESSIVE SIZE AND HEIGHT

ZONE <u>NC</u>	TYPE OF VARIANCE	SIGN
REQUIREMENTS	PROPOSED	VARIANCE
AREA (ALL FACES) <u>30sq'</u>	<u>104sq'</u>	<u>74sq'</u>
HEIGHT <u>15'</u>	<u>17'6"</u>	<u>2'6"</u>

CALL PAT BARNHART (ZBA SECRETARY) AT 565-8550 FOR APPOINTMENT

Bill Pullen
BUILDING/ZONING INSPECTOR

2 pole



not
to
swing

6.5
520
109
TOTAL

No Swinging Signs Allowed
Require 2 Pole
Installation
w/ 2 Cross Bars

Bar
Down

max
use
2 pole
14.5'



42"
MINIMUM

IMPORTANT

REQUIRED INSPECTIONS OF CONSTRUCTION - YOU MUST CALL FOR THESE

OTHER INSPECTIONS WILL BE MADE IN MOST CASES, BUT THOSE LISTED BELOW MUST BE MADE OR CERTIFICATE OF OCCUPANCY MAY BE WITHHELD. DO NOT MISTAKE AN UNSCHEDULED INSPECTION FOR ONE OF THOSE LISTED BELOW. UNLESS AN INSPECTION REPORT IS LEFT ON THE JOB INDICATING APPROVAL OF ONE OF THESE INSPECTIONS, IT HAS NOT BEEN APPROVED, AND IT IS IMPROPER TO CONTINUE BEYOND THAT POINT IN THE WORK. ANY DISAPPROVED WORK MUST BE REINSPECTED AFTER CORRECTION.

CALL ONE DAY AHEAD FOR ALL INSPECTIONS TO AVOID DELAYS - 565-8807

- 1-WHEN EXCAVATING IS COMPLETE AND FOOTING FORMS ARE IN PLACE (BEFORE POURING).
- 2-FOUNDATION INSPECTION - CHECK HERE FOR WATERPROOFING AND FOOTING DRAINS.
- 3-INSPECT GRAVEL BASE UNDER CONCRETE FLOORS, AND UNDERSLAB PLUMBING.
- 4-WHEN FRAMING IS COMPLETED, AND BEFORE IT IS COVERED FROM INSIDE, AND PLUMBING ROUGH-IN.
- 5-INSULATION.
- 6-PLUMBING FINAL & FINAL. HAVE ON HAND ELECTRICAL INSPECTION DATA PER THE BOARD OF FIRE UNDERWRITERS, AND FINAL CERTIFIED PLOT PLAN. BUILDING IS TO BE COMPLETE AT THIS TIME.
- 7-DRIVEWAY INSPECTION MUST MEET APPROVAL OF TOWN HIGHWAY INSPECTOR.
- 8-\$20.00 CHARGE FOR ANY SITE THAT CALLS FOR THE SAME INSPECTION TWICE.
- 9-PERMIT NUMBER MUST BE CALLED IN WITH EACH INSPECTION.
- 10-THERE WILL BE NO INSPECTIONS UNLESS YELLOW PERMIT CARD IS POSTED.
- 11-SEWER PERMITS MUST BE OBTAINED ALONG WITH BUILDING PERMITS FOR NEW HOUSES.
- 12-SPETIC PERMIT MUST BE SUBMITTED WITH ENGINEER'S DRAWING & PERC TEST.
- 13-ROAD OPENING PERMITS MUST BE OBTAINED FROM TOWN CLERK'S OFFICE.

Name of Owner of Premises Warren S. & Edith F. Craig
Address 10 Wintergreen Avenue Newburgh, NY Phone 12550

Name of Architect.....
Address..... Phone

Name of Contractor Mid Hudson Neon
Address 32 Walnut Ave New Windsor Phone 561-5561

State whether applicant is owner, lessee, agent, architect, engineer or builder:.....
If applicant is a corporation, signature of duly authorized officer.

Marie A Bennett Sect
(Name and title of corporate officer)

1. On what street is property located? On the E side of Rt 9W
(N. S. E. or W.)
andat.....feet from the intersection of Rt. 94 & Walsh Avenue
2. Zone or use district in which premises are situated
3. Tax Map description of property: Section..... Block..... Lot.....
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction:
a. Existing use and occupancy Used Car Lot b. Intended use and occupancy Used Car Lot
5. Nature of work (check which applicable): New Building.....Addition.....Alteration.....Repair.....Removal.....

WORK. ANY DISAPPROVED WORK MUST BE REINSPECTED AFTER CORRECTION.

CALL ONE DAY AHEAD FOR ALL INSPECTIONS TO AVOID DELAYS - 565-8807

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Name of Owner of Premises Warren S. & Edith F. Craig

Address 10 Wintergreen Avenue Newburgh, NY Phone 12550

Name of Architect

Address Phone

Name of Contractor Mid. Hudson Neon

Address 32 Walnut Ave. New Windsor Phone 561-5561

State whether applicant is owner, lessee, agent, architect, engineer or builder

If applicant is a corporation, signature of duly authorized officer.

Mare A Bennett Sect
(Name and title of corporate officer)

1. On what street is property located? On the E side of Rt 9W
(N. S. E. or W.)

and at feet from the intersection of Rt. 94. & Walsh Avenue

2. Zone or use district in which premises are situated

3. Tax Map description of property: Section Block Lot

4. State existing use and occupancy of premises and intended use and occupancy of proposed construction:

a. Existing use and occupancy Used Car Lot b. Intended use and occupancy Used Car Lot

5. Nature of work (check which applicable): New Building Addition Alteration Repair Removal
Demolition Other

6. Size of lot: Front Rear Depth Front Yard Rear Yard Side Yard

Is this a corner lot? Yes

7. Dimensions of entire new construction: Front Rear Depth Height Number of stories

8. If dwelling, number of dwelling units. Number of dwelling units on each floor

Number of bedrooms Baths Toilets

Heating Plant: Gas Oil Electric/Hot Air Hot Water

If Garage, number of cars

9. If business, commercial or mixed occupancy, specify nature and extent of each type of use

Used Car Lot

10. Estimated cost Fee
(to be paid on filing this application)

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

TOWN OF NEW WINDSOR, ORANGE COUNTY, N. Y.

Examined.....19.....
Approved.....19.....
Disapproved a/c.....
Permit No.

Office of Building Inspector
Michael L. Babcock
Town Hall, 555 Union Avenue
New Windsor, New York 12550
Telephone 565-8807

Refer —
Planning Board.....
Highway.....
Sewer
Water
Zoning Board of Appeals

APPLICATION FOR BUILDING PERMIT

Pursuant to New York State Building Code and Town Ordinances

Date.....19.....

INSTRUCTIONS

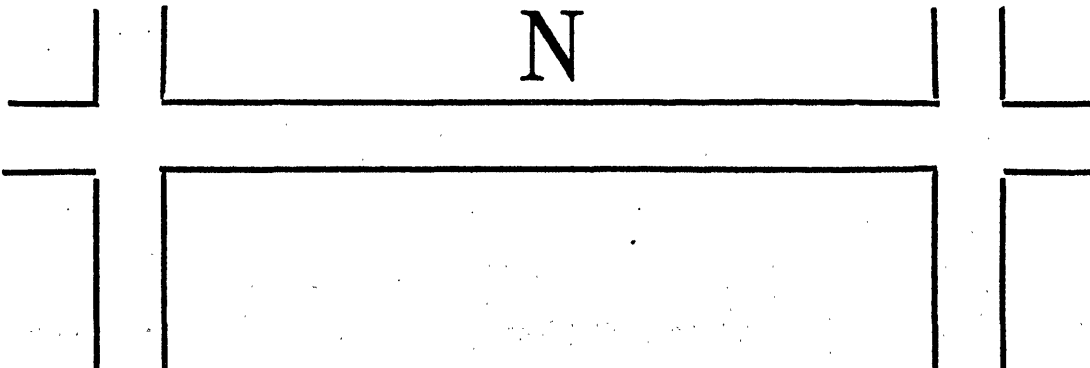
- a. This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- b. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- c. This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- d. The work covered by this application may not be commenced before the issuance of a Building Permit.
- e. Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- f. No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions or alterations, or for removal or demolition or use of property, as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

Marie A. Bennett, Sect.....
(Signature of Applicant) Toyota of Newburgh Inc
96 Rt. 9W.....Newburgh, NY.....12550.....
(Address of Applicant)

PLOT PLAN

NOTE: Locate all buildings and indicate all set-back dimensions.
Applicant must indicate the building line or lines clearly and distinctly on the drawings.



APPLICATION FOR BUILDING PERMIT

Pursuant to New York State Building Code and Town Ordinances

Planning Board.....
Highway.....
Sewer.....
Water.....
Zoning Board of Appeals.....

Date.....19.....

INSTRUCTIONS

- This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- The work covered by this application may not be commenced before the issuance of a Building Permit.
- Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
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Marie P. Bennett, Secy
(Signature of Applicant)

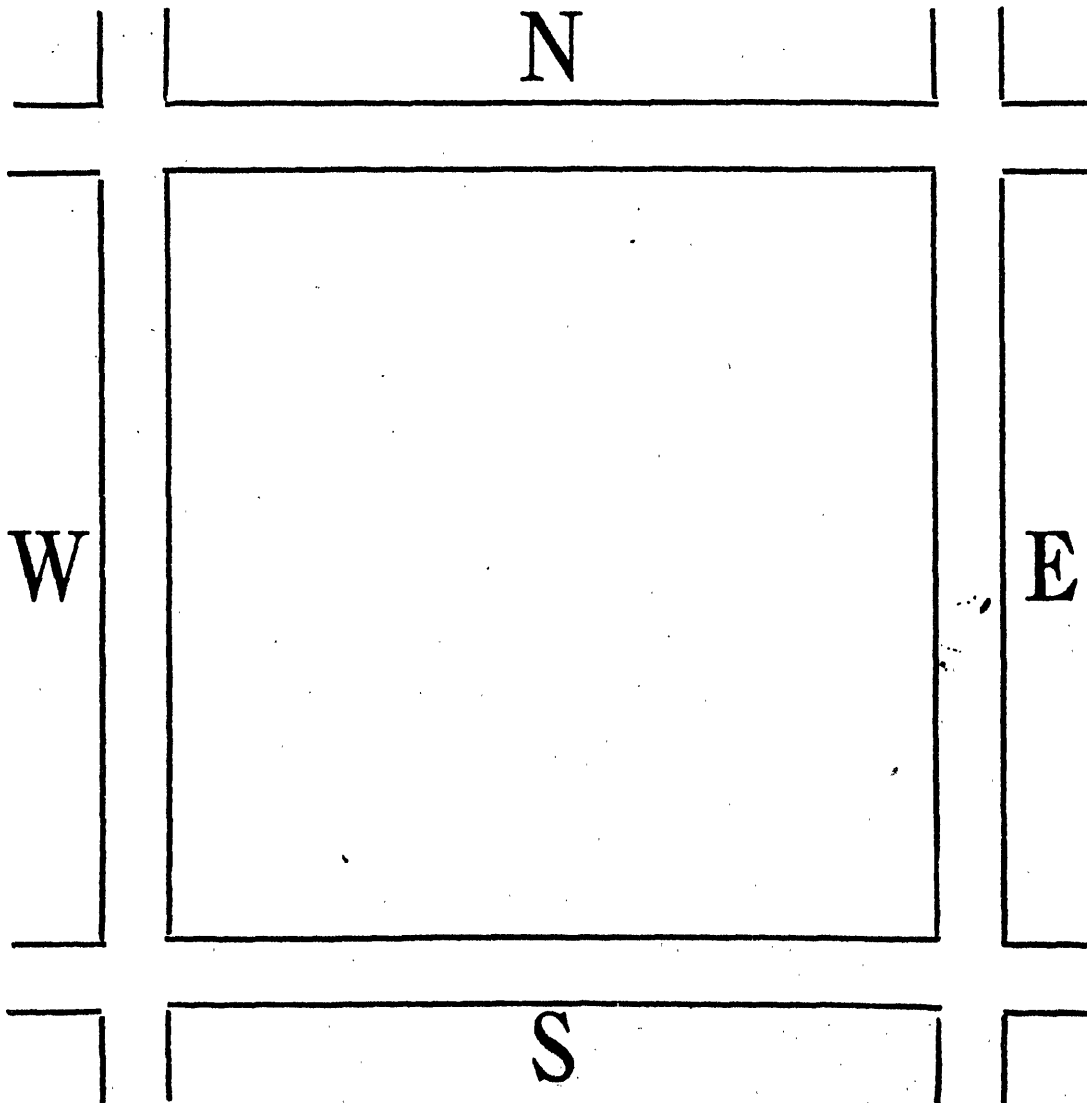
Toyota of Newburgh Inc

96 Rt. 9W.....Newburgh, NY...12550.....
(Address of Applicant)

PLOT PLAN

NOTE: Locate all buildings and indicate all set-back dimensions.

Applicant must indicate the building line or lines clearly and distinctly on the drawings.



PUBLIC NOTICE OF HEARING BEFORE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following proposition:

Appeal No. 5

Request of WARREN S. CRAIG/TOYOTA OF NEWBURGH, INC.

for a VARIANCE of
the regulations of the Zoning Local Law to
permit installation of a free-standing sign which is
oversized on the north corner of property;

being a VARIANCE of
Section 48-18T(3)(c) - Supplementary Sign Regulations
for property situated as follows:

Route 9W at the intersection of Walsh Road,
New Windsor, N. Y., known and designated as tax map
Section 14 - Block 3 - Lots 4 and 5.

SAID HEARING will take place on the 26th day of
February, 1990, at the New Windsor Town Hall,
555 Union Avenue, New Windsor, N. Y. beginning at
7:30 o'clock P. M.

RICHARD FENWICK
Chairman

B.

ORANGE COUNTY DEPARTMENT OF PLANNING
APPLICATION FOR MANDATORY COUNTY REVIEW
OF LOCAL PLANNING ACTION
(Variances, Zone Changes, Special Permits, Subdivisions)

Section A. - To be completed by Local Board having jurisdiction.
To be signed by Local Official.

Local File No. 90-5.

1. Municipality Town of New Windsor Public Hearing Date 2/26/90

☐ City, Town or Village Board ☐ Planning Board ☒ Zoning Board of Appeals

2. Applicant: NAME Warren S. Craig / Toyota of Newburgh, Inc. (Lessee)

Address 10 Wintergreen Avenue, Newburgh, N.Y. 12550

Attorney, Engineer, Architect —

3. Location of Site: Route 9W - Walsh Road (across from Calvary Cemetery)
(street or highway, plus nearest intersection)

Tax Map Identification: Section 14 Block 3 Lot 4 & 5.

Present Zoning District NC Size of Parcel 89 x 208

4. Type of Review:

☐ Special Permit Use* _____

☒ Variance* Use Sign - Replacing old sign w/ new structure.
Area _____

☐ Zone Change* From: _____ To: _____

☐ Zoning Amendment* To Section: _____

☐ Subdivision** Major _____ Minor _____

1/23/90
Date

Patricia C. Brumhart, Secy.
Signature and Title

*Cite Section of Zoning Regulations where pertinent

**Three (3) copies of map must be submitted if located along County
Highway, otherwise, submit two (2) copies of map.

OCPD-1